

SECTION E – INSPECTION AND ACCEPTANCE

E. 1 INSPECTION OF SERVICES AND SUPPLIES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts.

The Contracting Officer, or his duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services and/or supplies to be provided as part of this SAVES program. Inspection and acceptance will be at destination. Supplies shall be shipped prepaid by common carrier, parcel carrier or parcel post, unless otherwise specified on individual orders.

E.2 3.10.4-4 INSPECTION OF SERVICES FIXED-PRICE & COST-REIMBURSEMENT (APRIL 1996)

- (a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to

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contract requirements and (2) reduce the share savings amount otherwise payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or (2) terminate the contract for default.